

III. THE PARTIES

6. Ramon Lagos is a resident of Houston, Texas, and worked for Cogent's Houston office as a Global Account Manager.

7. Michelle Sparrow is a resident of Houston, Texas, and worked for Cogent's Houston office as a Regional Account Manager.

8. Carla Obasuyi is a resident of Houston, Texas, and worked for Cogent's Houston office as a Regional Account Manager.

9. Ramon Lagos, Michelle Sparrow, and Carla Obasuyi are hereinafter referred to as "Named Plaintiffs."

10. The class of similarly situated employees consists of all individuals who were (a) employed by Cogent as Global Account Managers and Regional Account Managers within the past three years; and (b) paid a "salary" with no overtime compensation.

11. Cogent Communications, Inc. is a Delaware corporation with domestic and international offices, including an office in Houston, Texas, and an office in Washington, D.C. Cogent has been served, and has appeared in this litigation.

IV. FACTS

12. Cogent is an Internet and network service provider offering Internet access, data transport, and colocation services through their Internet data centers. Cogent services "Corporate" and "NetCentric" customers. Cogent's network spans across North America, across the Atlantic throughout Europe, and across the Pacific to Asia. With over 54,500 route miles of intercity fiber and more than 16,600 metro fiber miles, Cogent provides service to over 170 major markets and interconnect with over 3,800 other networks. Cogent's employees regularly handle goods or materials that have moved in, or were produced for, commerce, such as

computer monitors, workstations, printers, telephones, networking hardware, etc. Cogent is an enterprise engaged in commerce under the FLSA.

13. Cogent employed Named Plaintiffs as salaried employees under such job titles as Regional Account Manager and Global Account Manager.

14. The primary job duties of both Regional Account Managers and Global Acct Managers are to perform non-exempt duties. The Named Plaintiffs were engaged in commerce or in the production of goods for commerce on behalf of Cogent.

15. The Named Plaintiffs routinely worked more than forty (40) hours in a workweek.

16. Cogent paid the Named Plaintiffs salary regardless of the number of hours that they worked each week.

17. Despite its obligations under the FLSA, Cogent did not pay the Named Plaintiffs any overtime.

V. COLLECTIVE ACTION ALLEGATIONS

18. The Named Plaintiffs re-allege paragraphs 1-17 as if set out here in their entirety.

19. In addition to the Named Plaintiffs, Cogent employed many other individuals who worked as salaried Regional Account Managers and Global Account Managers.

20. These individuals performed the same or similar job duties for Cogent as did the Named Plaintiffs.

21. Cogent paid its other Regional Account Managers and Global Account Managers in the same manner it paid the Named Plaintiffs by failing to pay them overtime for all hours worked in excess of forty in a workweek.

VI. CAUSE OF ACTION

22. Named Plaintiffs re-allege paragraphs 1-21 as if set out here in their entirety.

23. By failing to pay Named Plaintiffs and other salaried Regional Account Managers and Global Account Managers overtime at one-and-one-half times their regular rates, Cogent violated the FLSA's overtime provisions.

24. Cogent owes the Named Plaintiffs and all the other salaried Regional Account Managers and Global Account Managers overtime at one-and-one-half times their regular rates for all hours worked in excess of forty hours in a workweek. Because Cogent knew, or showed reckless disregard for whether its pay practices violated the FLSA, Cogent owes these wages for at least the past three (3) years.

25. The Named Plaintiffs and all other salaried Regional Account Managers and Global Account Managers are also entitled to liquidated damages in an amount equal to their unpaid wages.

26. The Named Plaintiffs and all other salaried Regional Account Managers and Global Account Managers are also entitled to recover their reasonable attorneys' fees and costs incurred in this action.

V. JURY DEMAND

27. The Named Plaintiffs demand a trial by jury.

VI. PRAYER

28. The Named Plaintiffs respectfully request judgment in their favor awarding them and others similarly situated:

1. An order allowing this action to proceed as a representative collective action under the FLSA;

2. All unpaid overtime compensation, liquidated damages, attorneys' fees and costs under the FLSA;
3. Pre- judgment and post-judgment interest on all amounts awarded at the highest rate allowable by law; and
4. All such other and further legal and equitable relief to which Named Plaintiffs and others similarly situated may show themselves to be justly entitled.

Respectfully submitted,

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